

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM JASPER COUNTY  
Court of Common Pleas

The Honorable Benjamin C.P. Sapp  
Jasper County

**RECEIVED**

JUN 06 2018

SC Court of Appeals

Case No. 2015-CP-27-00524  
Appellate Case No. 2017-002286

Deutsche Bank National Trust Company,  
As Trustee for GSAA Home Equity Trust  
2006-17, Asset-Backed Certificates, Series 2006-17,

Respondent,

v.

Louise Legare-Gardner; One West Bank, National Association  
s/b/m to IndyMac Bank, F.S.B.,

Defendants,

Of Whom Louise Legare-Gardner is

Appellant.

SUPPLEMENTAL RECORD ON APPEAL

Louise Legare-Gardner  
Post Office Box 2443  
Bluffton, SC 29910

Appellant

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GSAA Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17*

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FILED

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

Deutsche Bank National Trust Company, as Trustee  
for GSAA Home Equity Trust 2006-17, Asset-  
Backed Certificates, Series 2006-17,

Plaintiff,

vs.

Louise Legare-Gardner; OneWest Bank, National  
Association s/b/m to IndyMac Bank, F.S.B.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

2015 DEC 7 PM 2:38

C/A NO.: \_\_\_\_\_

MARGARET BOSTICK  
CLERK OF COURT  
JASPER COUNTY SC

COMPLAINT

(Non-Jury)

FORECLOSURE  
OF REAL ESTATE  
MORTGAGE

(Deficiency Judgment Demanded as to Defendant(s)  
Louise Legare-Gardner)

The Plaintiff above-named, complaining of the Defendant(s) herein, alleges that:

1. Plaintiff, Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s), Louise Legare-Gardner and OneWest Bank, National Association s/b/m to IndyMac Bank, F.S.B., may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction over said Defendants.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Jasper, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, Louise Legare-Gardner (hereinafter, "Borrower(s)") made, executed, and delivered to Quicken Loans Inc. (hereinafter, "Lender") a certain Adjustable Rate Note dated July 24, 2006, in writing (hereinafter, "Note"), wherein and whereby Louise Legare-Gardner promised to pay to Quicken Loans Inc., the principal sum of \$188,000.00, together with interest at the rate of 6.375% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

5. In order to secure the payment of said Note, the said Louise Legare-Gardner (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans Inc., its successors and assigns, a certain mortgage dated July 24, 2006 (hereinafter, "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Property"):

All that certain piece, parcel or lot of land lying, being and situate in Jasper County, South Carolina, being known as Lot C, Phase III, Delta Plantation Estates, containing 0.87 acres, more or less. For a more detailed description reference is craved to that certain Survey prepared for Steve Hobbs by Sea Island Land Survey, LLC, dated June 20, 2006 and recorded in Plat Book 29 at Page 104 in the Office of the Clerk of Court for Jasper County, South Carolina.

This being the same property conveyed to Louise Legare-Gardner by Deed of Cook and Cook Associates, LLC dated July 18, 2006 and recorded August 1, 2006 in Book 452 at Page 228, and re-recorded on November 1, 2011 in Book 816 at Page 639 in the records for Jasper County, South Carolina.

Also

This being the same property conveyed to Okatys LLC by Deed of Louise Legare-Gardner dated August 15, 2008 and recorded September 2, 2008 in Book 693 at Page 77 in the records for Jasper County, South Carolina.

Also

This being the same property conveyed to Louise Legare-Gardner by Deed of Okatys LLC dated December 9, 2009 and recorded December 9, 2009 in Book 780 at Page 190 in the records for Jasper County, South Carolina.

Parcel Number: 038-00-06-126

Property Address: 1471 South Okatie Highway, Hardeeville, SC 29927

6. Said Mortgage was recorded on August 1, 2006 in Book 452 at Page 231, in the Jasper County Registry.

7. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17 by assignment recorded on February 6, 2012 in Book 822 at Page 122.

8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid purchase money, first lien on the Property.

9. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.
10. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.
11. The Plaintiff herein is entitled to enforce said Note and has the right to foreclose by virtue of the Plaintiff's status as holder of the instrument, a nonholder in possession of the instrument who has the rights of a holder, or person not in possession of the instrument who is entitled to enforce the instrument pursuant to S.C. Code Ann. §§ 36-3-309 or 36-3-418(d) (2008).
12. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.
13. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys' fees if the said Note be placed in the hands of an attorney for collection after default.
14. The Plaintiff demands a personal or deficiency judgment, and the Plaintiff has the right to seek a deficiency judgment against the maker(s) of its Note, Louise Legare-Gardner. That in the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against said Defendant(s) in the amount of such deficiency.
15. The installments of principal and interest falling due from and after February 1, 2010 have not

been paid although demand for the payment thereof has been made. The Plaintiff, as holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$187,999.55, together with interest at the rate of 3.375% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

16. Upon information and belief, said information having been obtained from the records of Jasper County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

A. The Defendant, OneWest Bank, National Association s/b/m to IndyMac Bank, F.S.B., has or may claim to have some interest in the Property by virtue of a mortgage given by Louise Legare-Gardner, in the original principal amount of \$47,000.00, which mortgage was recorded/filed or assigned to Defendant in the Jasper County Records on 08/01/2006 in Book 452 at Page 252 assigned from Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans Inc. by assignment recorded on 09/11/2007 in Book 588 at Page 53. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

B. The Defendant, Louise Legare-Gardner, has or may claim to have some interest in the Property by virtue of a certain deed of Louise Legare-Gardner purporting to convey an interest in the subject property to aforementioned defendant. Said deed being recorded 07/17/2012 in the Jasper County Records in Book 830 at Page 572. Any interest that this Defendant received in the subject property is "subject to" Plaintiff's Mortgage and this interest should be eliminated through a properly completed foreclosure sale.

WHEREFORE, Plaintiff prays judgment that:

A. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

C. Plaintiff's Mortgage be declared a valid purchase money, first lien and that Plaintiff have

judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.

D. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, the surplus, if any, be distributed according to law.

Fourth, that the Plaintiff be awarded a deficiency judgment against the Defendant(s), Louise Legare-Gardner, in the event that the proceeds of the sale of the Property are insufficient to pay in full the indebtedness, including costs of collection.

E. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Jasper County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.



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Attorneys for Plaintiff

FORM 4

STATE OF SOUTH CAROLINA  
 COUNTY OF JASPER  
 IN THE COMMON PLEAS COURT

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-27-00524

Deutsche Bank National Trust Company, as Trustee for  
 GSA Home Equity Trust 2006-17, Asset-Backed  
 Certificates, Series 2006-17

Louise Legare-Gardner, CIT Bank, National Association  
 s/b/m to IndyMac Bank, F.S.B.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC  
Westpark Center  
3800 Fernandina Road Suite 110  
Columbia, SC 29210

Attorney for :  Plaintiff;  Defendant  
 or  
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

ORDER INFORMATION

This order  ends  does not end the case.

Additional Information for the Clerk : ORDER OF REFERENCE

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		N/A
If applicable, describe the property, including tax map information and address, referenced in the order: All that certain piece, parcel or lot of land lying, being and situate in Jasper County, South Carolina, being known as Lot C, Phase III, Delta Plantation Estates, containing 0.87 acres, more or less. For a more detailed description reference is craved to that certain Survey prepared for Steve Hobbs by Sea Island Land Survey, LLC, dated June 20, 2006 and recorded in Plat Book 29 at Page 104 in the Office of the Clerk of Court for Jasper County, South Carolina.  This being the same property conveyed to Louise Legare-Gardner by Deed of Cook and Cook Associates, LLC dated July 18, 2006 and recorded August 1, 2006 in Book 452 at Page 228, and re-recorded on November 1, 2011 in Book 816 at Page 639 in the records for Jasper County, South Carolina.  Also  This being the same property conveyed to Okatys LLC by Deed of Louise Legare-Gardner dated August 15, 2008 and		

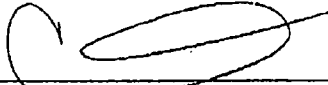
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recorded September 2, 2008 in Book 693 at Page 77 in the records for Jasper County, South Carolina.

Also

This being the same property conveyed to Louise Legare-Gardner by Deed of Okatys LLC dated December 9, 2009 and recorded December 9, 2009 in Book 780 at Page 190 in the records for Jasper County, South Carolina.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

  
Circuit Court Judge

2142  
Judge Code

4/23/16  
Date

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_ day of \_\_\_\_\_, 2016 and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_ day of \_\_\_\_\_, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Louise Legare-Gardner; CIT Bank, National Association s/b/m to IndyMac Bank, F.S.B.  
ATTORNEY(S) FOR THE DEFENDANT(S)

  
CLERK OF COURT

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

Court Reporter:

\_\_\_\_\_

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

Deutsche Bank National Trust Company, as  
Trustee for GSAA Home Equity Trust 2006-17,  
Asset-Backed Certificates, Series 2006-17,

Plaintiff,

v.

Louise Legare-Gardner; CIT Bank, National  
Association s/b/m to IndyMac Bank, F.S.B.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2015-CP-27-00524

2016 APR 25 10:40:31

SPECIAL REFEREE'S ORDER AND JUDGMENT OF  
FORECLOSURE AND SALE

STATE OF SOUTH CAROLINA

DEFICIENCY WAIVED

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Special Referee shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

**FINDINGS OF FACT:**

1. The Lis Pendens was filed on December 7, 2015.
2. The Summons and Complaint were filed on December 7, 2015.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendant CIT Bank, National Association s/b/m to IndyMac Bank, F.S.B. is in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.



File reference: 15-23075

POSTED  
BY DATE 25 2016

6. The Defendant Louise Legare-Gardner answered in this action and has been notified of the time and date of this hearing.
7. The Defendant(s) were notified of the time, date and place of hearing in this matter.
8. For value received, Louise Legare-Gardner made, executed and delivered a note, dated July 24, 2006, promising thereby to pay to the order of Quicken Loans Inc. the sum of \$188,000.00 with interest at an adjustable rate per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.
9. To better secure the payment of the Note described above, the said Louise Legare-Gardner made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans Inc., in writing, dated July 24, 2006, covering real property in Jasper County, which is the same as that described in the Complaint. The Mortgage was recorded on August 1, 2006, and is of record in the Jasper County Registry in Book 452 at page 231.
10. This mortgage constitutes a valid purchase money, first lien on the subject property.
11. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17 by assignment recorded on February 6, 2012 in Book 822 at Page 122.
12. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.
13. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

File reference: 15-23075

14. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was/were Louise Legare-Gardner.

15. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

16. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$4,028.00 is a reasonable attorneys' fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	03/21/16		\$ 187,999.55
Accrued interest from:	01/01/10	to: 02/29/16	\$ 32,527.85
Accruing at:	3.375% per annum		
Advancements to Escrow			\$ 24,089.16
Corporate Advances			\$ 6,431.15
Late charges:			\$ 870.33
Costs of collection prior to hearing:			\$ 680.96
Attorney's fees:			\$ <u>4,028.00</u>

Total Debt secured by Note and Mortgage, including interest to date is \$256,627.00. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 3.375% per annum, the Note's current rate, pursuant to

File reference: 15-23075

the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

17. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCP.

18. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said Defendants and such claims or liens are as follows:

The Defendant, CIT Bank, National Association s/b/m to IndyMac Bank, F.S.B., has or may claim to have some interest in the Property by virtue of a mortgage given by Louise Legare-Gardner, in the original principal amount of \$47,000.00, which mortgage was recorded/filed or assigned to Defendant in the Jasper County Records on 08/01/2006 in Book 452 at Page 252 assigned from Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans Inc. by assignment recorded on 09/11/2007 in Book 588 at Page 53. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, Louise Legare-Gardner, has or may claim to have some interest in the Property by virtue of a certain deed of Louise Legare-Gardner purporting to convey an interest in the subject property to aforementioned defendant. Said deed being recorded 07/17/2012 in the Jasper County Records in Book 830 at Page 572. Any interest that this Defendant received in the subject property is "subject to" Plaintiff's Mortgage and this interest is hereby ordered eliminated from the title to the Property.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. There is due to the Plaintiff on its Note and Mortgage the sum of \$256,627.00, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.

File reference: 15-23075

3. The amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 3.375% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The Defendant liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. On default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Special Referee at public auction, at the Jasper County Courthouse, City of Walterboro, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
  - A. FOR CASH: The undersigned Special Referee shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
  - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3.375% per annum, which is the Note's current interest rate.
  - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
  - D. Purchaser to pay for the deed and the cost of recording the deed.
3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.
4. A personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.

File reference: 15-23075

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5. The undersigned Special Referee will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) after the date of sale, then the undersigned Special Referee may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.
  6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
  7. The undersigned Special Referee shall apply the proceeds of the sale as follows:
    - FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and
    - NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and
    - NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.
  8. It is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
  9. It is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Jasper County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

File reference: 15-23075

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Jasper County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
11. It is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Special Referee shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. It is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING AND SITUATE IN JASPER COUNTY, SOUTH CAROLINA, BEING KNOWN AS LOT C, PHASE III, DELTA PLANTATION ESTATES, CONTAINING 0.87 ACRES, MORE OR LESS. FOR A MORE DETAILED DESCRIPTION REFERENCE IS CRAVED TO THAT CERTAIN SURVEY PREPARED FOR STEVE HOBBS BY SEA ISLAND LAND SURVEY, LLC, DATED JUNE 20, 2006 AND RECORDED IN PLAT BOOK 29 AT PAGE 104 IN THE OFFICE OF THE CLERK OF COURT FOR JASPER COUNTY, SOUTH CAROLINA.

THIS BEING THE SAME PROPERTY CONVEYED TO LOUISE LEGARE-GARDNER BY DEED OF COOK AND COOK ASSOCIATES, LLC DATED JULY 18, 2006 AND RECORDED AUGUST 1, 2006 IN BOOK 452 AT PAGE 228, AND RE-RECORDED ON NOVEMBER 1, 2011 IN BOOK 816 AT PAGE 639 IN THE RECORDS FOR JASPER COUNTY, SOUTH CAROLINA.

ALSO

THIS BEING THE SAME PROPERTY CONVEYED TO OKATYS LLC BY DEED OF LOUISE LEGARE-GARDNER DATED AUGUST 15, 2008 AND RECORDED SEPTEMBER 2, 2008 IN BOOK 693 AT PAGE 77 IN THE RECORDS FOR JASPER COUNTY, SOUTH CAROLINA.

ALSO

THIS BEING THE SAME PROPERTY CONVEYED TO LOUISE LEGARE-GARDNER BY DEED OF OKATYS LLC DATED DECEMBER 9, 2009 AND RECORDED


File reference: 15-23075

DECEMBER 9, 2009 IN BOOK 780 AT PAGE 190 IN THE RECORDS FOR JASPER  
COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 1471 South Okatie Highway, Hardeeville, SC 29927

TMS: 038-00-06-126

AND IT IS SO ORDERED.

  
\_\_\_\_\_  
The Honorable Benjamin C.P. Sapp  
Special Referee for Jasper County

Date: April 14, 2016  
Walterboro, South Carolina

File reference: 15-23075

Exhibit "B"

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2015-CP-27-00524 BY VIRTUE of the decree heretofore granted in the case of: Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17 vs. Louise Legare-Gardner; CIT Bank, National Association s/b/m to IndyMac Bank, F.S.B., the undersigned Special Referee for Jasper County, South Carolina, will sell on May 9, 2017, at 11:00AM, at the Jasper County Courthouse, City of Walterboro, State of South Carolina, to the highest bidder:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING AND SITUATE IN JASPER COUNTY, SOUTH CAROLINA, BEING KNOWN AS LOT C, PHASE III, DELTA PLANTATION ESTATES, CONTAINING 0.87 ACRES, MORE OR LESS. FOR A MORE DETAILED DESCRIPTION REFERENCE IS CRAVED TO THAT CERTAIN SURVEY PREPARED FOR STEVE HOBBS BY SEA ISLAND LAND SURVEY, LLC, DATED JUNE 20, 2006 AND RECORDED IN PLAT BOOK 29 AT PAGE 104 IN THE OFFICE OF THE CLERK OF COURT FOR JASPER COUNTY, SOUTH CAROLINA.

THIS BEING THE SAME PROPERTY CONVEYED TO LOUISE LEGARE-GARDNER BY DEED OF COOK AND COOK ASSOCIATES, LLC DATED JULY 18, 2006 AND RECORDED AUGUST 1, 2006 IN BOOK 452 AT PAGE 228, AND RE-RECORDED ON NOVEMBER 1, 2011 IN BOOK 816 AT PAGE 639 IN THE RECORDS FOR JASPER COUNTY, SOUTH CAROLINA.

ALSO

THIS BEING THE SAME PROPERTY CONVEYED TO OKATYS LLC BY DEED OF LOUISE LEGARE-GARDNER DATED AUGUST 15, 2008 AND RECORDED SEPTEMBER 2, 2008 IN BOOK 693 AT PAGE 77 IN THE RECORDS FOR JASPER COUNTY, SOUTH CAROLINA.

ALSO

ELECTRONICALLY FILED - 2017 Apr 04 9:45 PM - JASPER - COMMON PLEAS - CASE#2015CP2700524

ELECTRONICALLY FILED - 2017 Apr 04 9:45 PM - JASPER - COMMON PLEAS - CASE#2015CP2700524

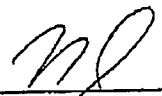
**THIS BEING THE SAME PROPERTY CONVEYED TO LOUISE LEGARE-GARDNER BY DEED OF OKATYS LLC DATED DECEMBER 9, 2009 AND RECORDED DECEMBER 9, 2009 IN BOOK 780 AT PAGE 190 IN THE RECORDS FOR JASPER COUNTY, SOUTH CAROLINA.**

CURRENT ADDRESS OF PROPERTY: 1471 South Okatie Highway, Hardeeville, SC 29927

TMS: 038-00-06-126

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt, in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 3.375% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.



\_\_\_\_\_  
The Honorable Benjamin C.P. Sapp  
Special Referee for Jasper County

Brock & Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, SC 29210  
Attorneys for Plaintiff

12/17/17

ELECTRONICALLY FILED - 2017 May 03 12:57 PM - JASPER - COMMON PLEAS - CASE#2015CP2700524

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-27-00524

Deutsche Bank National Trust Company, as  
Trustee for GSAA Home Equity Trust 2006-17,  
Asset-Backed Certificates, Series 2006-17,

Plaintiff,

CERTIFICATE OF SERVICE BY MAIL

vs.

Louise Legare-Gardner; CIT Bank, National  
Association s/b/m to IndyMac Bank, F.S.B.,

Defendant(s).

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 6<sup>th</sup> day of April, 2017, he/she served a copy of the below listed document(s) by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: -Notice of Sale

Party(ies) Served:

Louise Legare-Gardner  
Post Office Box 3443  
Bluffton, SC 29910

Heather Cox  
Heather Cox  
Brock & Scott, PLLC

Wilmington, North Carolina

B&S File #: 15-23075 FC01

Supp 018

**THE STATE OF SOUTH CAROLINA**  
In the Court of Appeals

**APPEAL FROM JASPER COUNTY**  
Benjamin CP Sapp Court of Common Pleas

Case No: 2015-CP-27-00524

Appellant Case No:

**RECEIVED**  
NOV 02 2017  
SC Court of Appeals

**DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR GSAA  
HOME EQUITY TRUST 2006-17,  
ASSET-BACKED CERTIFICATES,  
SERIES 2006-17**

**Respondent**

**V.**

**LOUISE LEGARE GARDNER**

**Appellant**

---

**NOTICE OF APPEAL**


Genevieve S Johnson  
William P Stork  
Bradford M Strokes  
William S Koehler  
Chad W Burgess  
Wesley D. Dail

**BROCK & SCOTT PLLC**  
Westpark Center  
3800 Fernandina Way Suite 110  
Columbia, SC 29210  
Attorney's for Respondent

**Appeal**

Please take notice that I, Louise Legare Gardner defendant / appellant does hereby gives notice that appellant is appealing the court of common pleas judgment dated of October 3<sup>rd</sup> 2017, and received by the defendant / appellant on the date of October 7<sup>th</sup> 2017 for the following reasons.

The court never acquired jurisdiction because the exhibits conflicted with the allegations in the original complaint. Appellant will file an initial brief explaining.



\_\_\_\_\_  
Louise Legare Gardner, Appellant

**THE STATE OF SOUTH CAROLINA**  
In the Court of Appeals

**APPEAL FROM JASPER COUNTY**  
Benjamin CP Sapp Court of Common Pleas

Case No: 2015-CP-27-00524

\_\_\_\_\_

Appellant Case No:

\_\_\_\_\_

**RECEIVED**

NOV 02 2017

SC Court of Appeals

**DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR GSAA  
HOME EQUITY TRUST 2006-17,  
ASSET-BACKED CERTIFICATES,  
SERIES 2006-17**

**Respondent**

**V.**

**LOUISE LEGARE GARDNER**

**Appellant**

\_\_\_\_\_  
**PROOF OF SERVICE**

I, Louise Legare Gardner of age and competent to serve papers. That on the 21<sup>st</sup> day of November, 2017, I have served a copy of the documents listed below, by USPS sent to **BROCK & SCOTT PLLC** at the location(s) stated below, which is the last known location.

Document(s): **NOTICE OF APPEAL**

Party(ies) Served:

**BROCK & SCOTT PLLC**  
Westpark Center  
3800 Fernandina Way Suite 110  
Columbia SC, 29210  
Attorney's for Plaintiff  
Ref. File number: 15-23075

6-50617  
4/78321007

STATE OF SOUTH CAROLINA, COUNTY OF JASPER  
IN THE COURT OF COMMON PLEAS

LOUISE LEGARE GARDNER

LP Case No: 2017-LP-27-063

Plaintiff

v.

LIS PENDENS

DEUTSCHE BANK NATIONAL TRUST COMPANY,  
as TRUSTEE for GSAA HOME EQUITY TRUST 2006-17,  
Asset-Backed Certificates, Series 2006-17; et al...

Defendant( s).

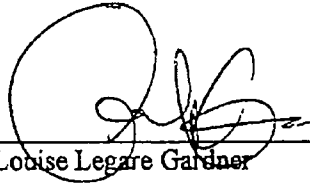
LIS PENDENS

Notice is hereby given, that a collateral attack suit on the Summary Judgment involving case number 2015 CP 27-00524 case title named DEUTSCHE BANK NATIONAL TRUST COMPANY, as TRUSTEE for GSAA HOME EQUITY TRUST 2006-17, Asset-Backed Certificates, Series 2006-17 v. LOUISE LEGARE GARDNER.

This suit will be or has been filed as a result of lack of subject matter jurisdiction due to the fact that there were no competent witnesses, only statements and briefs from Plaintiff's counsel. Statements and Briefs by counsel were not sufficient for Summary Judgment as it has been declared by the United States Supreme Court in Trinsey v. Pagliaro, D. C. Pa. 1964, 229 F. Supp. 647, which states "Statements of counsel in brief or in argument are not sufficient for motion to dismiss or for summary judgment," therefore the lack of jurisdiction renders Summary Judgment as void.

The expected outcome of the collateral suit is to vacate Summary Judgment and  
regain ( Keep ) full ownership of the property known as 1471 South Okatie Highway,  
Hardeeville, SC 29927 with damages and court cost.

**Jury Trial Will Be Requested**



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Louise Legare Gardner

C/O PO Box 3443  
Bluffton SC [29910]

11/3/2017

Date

STATE OF SOUTH CAROLINA, COUNTY OF JASPER  
IN THE COURT OF COMMON PLEAS

LOUISE LEGARE GARDNER

LP No. 2017-LP-27-063

Plaintiff,

v.

LIS PENDENS

DEUTSCHE BANK NATIONAL TRUST COMPANY,  
as TRUSTEE for GSAA HOME EQUITY TRUST 2006-17,  
Asset-Backed Certificates, Series 2006-17; et al...

Defendant(s).

CERTIFICATE OF SERVICE

I, Louise Legare Gardner certify that I am of such age and discretion to be competent to serve papers. That on the \_\_\_\_ day of November 2017, I have served a copy of the document listed below, by USPS mail; to each of the following persons at the location stated below; which is the last known location, and by depositing said envelope and contents in the U.S. Mail. Complaint will follow and be served.

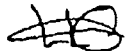
Documents: Lis Pendens

Parties:

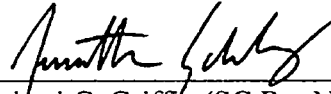
DEUTSCHE BANK NATIONAL TRUST COMPANY as TRUSTEE  
Registered Agent  
Attn: Suzanne Patten  
1761 East St- Andrews Place  
Santa Anna, Cali. 92705

Cc: BROCK & SCOTT PLLC  
3800 San Fernandina Way Suite 110  
Columbia, South Carolina 29210  
Ref. File number: 15-23075

Cc: Offices of Benjamin CP Sapp  
125 S Jefferies Blvd Box 258  
Walterboro, SC 29488

 Date 11/3/2017

This 5<sup>th</sup> day of June, 2018.



---

Michael C. Griffin (SC Bar No. 72868)  
Jonathan Schulz (SC Bar No. 79850)  
BRADLEY ARANT BOULT CUMMINGS LLP  
214 North Tryon Street, Suite 3700  
Charlotte, North Carolina 28202  
Telephone: (704) 388-6000  
Facsimile: (704) 332-8858  
[mgriffin@bradley.com](mailto:mgriffin@bradley.com)  
[jschulz@bradley.com](mailto:jschulz@bradley.com)

*Attorneys for Defendant Deutsche Bank Trust  
Company, as Trustee for GSAA Home Equity Trust  
2006-17, Asset-Backed Certificates, Series 2006-17*